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10 Attorneys for Plaintiff
MICRON TECHNOLOGY, INC.

11
12 **UNITED STATES DISTRICT COURT**
13 **NORTHERN DISTRICT OF CALIFORNIA**

14
15 MICRON TECHNOLOGY, INC.,

16 Plaintiff,

17 v.

18 UNITED MICROELECTRONICS
CORPORATION, FUJIAN JINHUA
19 INTEGRATED CIRCUIT CO., LTD., and
DOES 1-10,

20 Defendants.
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Case No. 3:17-CV-06932-MMC

**DECLARATION OF MICHAEL L.
MYERS IN SUPPORT OF JOINT
ADMINISTRATIVE MOTION TO FILE
UNDER SEAL PORTIONS OF THE
SETTLEMENT AGREEMENT**

1 I, Michael L. Myers, hereby declare as follows:

2 1. I am over the age of 18 years old and am the Senior Director of Litigation &
3 Technology Licensing for Micron Technology, Inc. ("Micron"). I submit this declaration in
4 support of the Joint Administrative Motion to File Under Seal Portions of the Settlement
5 Agreement between Micron and United Microelectronics Corporation ("UMC") ("Joint Motion").
6 In my position at Micron, I have personal knowledge of the facts stated in this declaration, such
7 that I could competently testify as to their truth and accuracy.

8 2. I began working as a Senior IP Attorney for Micron in June 2012 until July 2018, at
9 which point I became the Director of Litigation & Technology Licensing, and subsequently Senior
10 Director of Litigation & Technology Licensing. During my tenure at Micron, I have been
11 responsible for managing litigation matters including patent and commercial disputes. I also have
12 provided counsel on IP transactional matters. In connection with my responsibilities and through
13 access to company records, I am generally knowledgeable about the activities of Micron and its
14 affiliate companies in the United States and elsewhere. In my current position, I lead a team of
15 attorneys responsible for managing Micron's litigation matters worldwide and providing strategic
16 counsel on the use, licensing, and transfer of intellectual property.

17 3. I have been involved in all stages of the captioned litigation between Micron and
18 UMC from the inception of the case in 2017 and have directly managed the litigation from mid-
19 2019 through the present. Most recently, I participated in the negotiation of a settlement, which
20 included reviewing and revising the settlement agreement terms between Micron and UMC
21 entered into November 25, 2021 ("Settlement Agreement") ("**Exhibit 1**").

22 4. I have recently reviewed the Settlement Agreement again in conjunction with the
23 Joint Motion to file portions under seal. The Settlement Agreement includes both monetary and
24 non-monetary terms, as well as provisions that—if known to Micron's competitors—could cause
25 harm to Micron's business. The Settlement Agreement is a confidential document that specifically
26 requires that its terms not be disclosed publicly. The specific terms of the Settlement Agreement
27 are not of general public interest but are of significant importance to Micron. Micron has
28 expended time, money, and resources developing its confidential business practices, tactics and

1 policies, as well as protecting its competitive interest. Protecting the confidentiality of this
2 information is important for Micron to maintain an advantage over competitors.

3 5. The Settlement Agreement contains the following terms and provisions that should
4 be filed under seal for the reasons provided. Micron has legitimate private interests in sealing the
5 following terms and provisions:

6 a. Article I definitions. On pages 2 and 3 of the Settlement Agreement there are nine
7 terms that are confidential, along with Exhibits 7 and 8, referenced therein. Exhibits 7, 8,
8 and each of these terms and their definitions were negotiated among the parties, and were
9 incorporated in highly confidential provisions regarding the consideration (monetary and
10 non-monetary) to the Settlement Agreement. If these exhibits and terms were public, it
11 would allow competitors to infer some of the negotiated provisions and the type of
12 compensation considered by the parties to settle this matter. Revealing this information
13 could harm Micron and provide its competitors with strategic insight into Micron's dispute
14 resolution procedures, strategies, and confidential business tactics and policies.

15 b. Settlement Payment. The Settlement Payment is a negotiated amount based on a
16 multitude of factors that are confidential to the parties. The amount is highly confidential
17 and knowledge of the amount may give other companies a competitive business advantage
18 and insight into Micron's dispute resolution procedures, strategies, and confidential
19 business tactics and policies. Further, the valuation to resolve the dispute was extensively
20 negotiated and confidential to both parties. The amount listed in the definition on page 4
21 and section 3.3 should be kept under seal.

22 c. Article 2: Dismissals and Releases. While it was publicly disclosed that the parties
23 agreed to withdraw their disputes through this Settlement Agreement, the negotiated terms
24 of those dismissals are confidential and not known to the public. Details about the
25 dismissals, including the timing, nature, and scope of releases granted by both Micron and
26 UMC, are highly confidential. Exhibits 9 and 10 contain information that is currently
27 confidential and from which additional confidential information regarding the
28 consideration for this settlement could be inferred. If disclosed to Micron's competitors,

1 this information could provide an unfair advantage, including insight into Micron's dispute
 2 resolution procedures, strategies, and confidential business tactics and policies. Further it
 3 would provide insight into Micron's willingness to agree to certain terms and limitations in
 4 consideration for resolving the disputes.

5 d. Article 3: Further Covenants. With two minor exceptions, this entire section should
 6 be filed under seal. This entire section is the result of extensive negotiations regarding
 7 consideration for the Settlement Agreement. These sections contain important rights and
 8 obligations that form part of the consideration for resolution of the parties' dispute. If
 9 revealed, they would provide competitors with important insights into Micron's strategy
 10 and practice for resolving this dispute and confidential information concerning the parties'
 11 rights and obligations with respect to one another. The fact that there was a settlement and
 12 a withdrawal of complaints in China litigation is not confidential, but the remainder of this
 13 section is highly confidential. This section is not boilerplate, and each provision,
 14 concession, limitation, and consideration would provide, if known, an unfair and
 15 competitive advantage to Micron's competitors.

16 e. Article 4: Representations and Warranties. While most of this section can be filed
 17 publicly, there are a few phrases and terms that were heavily negotiated and could provide
 18 insight to competitors, if known publicly. Additionally, there are phrases that would
 19 indicate certain covenants that form part of the consideration for the Settlement
 20 Agreement, which if disclosed would provide insight into Micron's dispute resolution
 21 procedures, strategies, and confidential business tactics and policies.

22 f. Article 5: Additional Terms. While most of this section can be filed publicly,
 23 sections 5.1, 5.2 (portions), 5.3 (portions), 5.4, 5.9 (portions), and 5.11 were highly
 24 negotiated or are highly intertwined with provisions that were heavily negotiated, and as
 25 such should be filed completely under seal to prevent competitive public relations
 26 strategies and other business strategies to be revealed to competitors. Additionally, the
 27 first redaction of section 5.2 and 5.10 include terms that indicate certain covenants /
 28 consideration of the Settlement Agreement, which would provide insight into Micron's

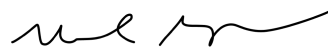
1 dispute resolution procedures, strategies, and confidential business tactics and policies.

2 6. The disclosure of the preceding terms and provisions would reveal individually
3 negotiated terms and concepts between the parties, as well as highly confidential information
4 about evaluation of the parties' claims and the negotiated consideration for resolving them. Each
5 negotiated term would give insight to Micron's competitors as to perceived limits, restrictions, and
6 concessions that it may make in negotiations. The valuation for settling the dispute, including
7 limits and parameters of the same, would provide competitors with extremely important
8 information about both Micron and UMC.

9 7. Micron will be injured if the sealing is denied, to include the loss of a competitive
10 business advantage by the revelation to its competitors of highly sensitive information about
11 dispute resolution valuation and Micron's business practices both locally and worldwide. The
12 terms and language of the Settlement Agreement reveal insight into how Micron conducts its
13 business, how it protects its confidential proprietary information and how it competes in the world
14 marketplace. The terms and provisions to be sealed are highly sensitive and may hurt Micron's
15 competitive advantages if they were to become known publicly.

16 I declare under penalty of perjury under the laws of the United States and the State of
17 Idaho that the foregoing is true and correct.

18 Executed December 17, 2021 in Boise, Idaho.

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21 Michael L. Myers

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